

Welsh Pony & Cob Society of Australia Inc. (WPCSA)

ONLINE AUCTION TERMS & CONDITIONS

1. Agreement

- 1.1. By accessing and/or using the Platform and related services (“Services”), you agree to these Terms and Conditions (“Terms”). You should review these Terms carefully and immediately cease use of the Services if you do not agree to these Terms.
- 1.2. If you are an individual who is using the Platform on behalf of a company, partnership, unincorporated association or other legal body you represent and warrant that you have the authority (and will continue to have the authority) to act on behalf of the relevant legal entity. That legal entity must ensure that any individual acting or purporting to act on its behalf or using its access credentials complies with these Terms.

2. Role of the WPCSA

- 2.1. The WPCSA acts in the role of facilitator of the Platform, which utilises the Webtron website platform (“the Auction Site”).
- 2.2. The WPCSA is not an agent of any user (including any Seller, Bidder or Buyer), has no authority to execute a contract on any user’s behalf and is not an auctioneer.
- 2.3. The WPCSA does not own any Lots listed on the Platform.
- 2.4. The WPCSA does not engage in the inspection of Lots listed on the Platform.
- 2.5. The WPCSA does not provide any representations or warranties concerning the Lots.
- 2.6. The WPCSA will not be party to any Contract of Sale between a Seller and Buyer and will not be responsible for ensuring compliance with the terms of any Contract of Sale.
- 2.7. In consideration of the WPCSA’s provision of the Services in the role as facilitator, the WPCSA will charge the Commission.

3. Variations to these Terms and Conditions

- 3.1. The WPCSA reserves the right to amend these Terms and Conditions from time to time.
- 3.2. Any amendments will not apply to transactions that have occurred prior to the effective date of the amendment.

4. Definitions

- 4.1. Agent means a person that is registered and authorised by the WPCSA to act as agent for Sellers, Bidders or Buyers.
- 4.2. Auction means a sale in which a Lot is sold to the highest Bidder where the bid equals or exceeds the Seller’s Reserve Price.
- 4.3. Bidder means a registered user of the Platform who is registered as a Bidder and who makes an offer or places a bid through the Platform.
- 4.4. Buyer means any user who is registered and approved by the WPCSA to bid on Lots via the Platform.
- 4.5. Claim means any claim, notice, demand, investigation, action, proceeding, litigation, or judgment however arising, whether present, unascertained, immediate, future or contingent, whether based in contract, tort (including negligence) or statute and whether involving a party to these Terms or third party.
- 4.6. Fees means all fees payable by you to the WPCSA in connection with these Terms including Listing Fees.
- 4.7. Laws means
 - 4.7.1. legislation, ordinances, regulations, by-laws, orders, awards, proclamations, directions and practice notes of the Commonwealth, a State or Territory or any Government Agency;

- 4.7.2. certificates, licences, consents, permits, approvals, qualifications, registrations, standards and requirements of organisations having jurisdiction in connection with the supply of the Lot under these Terms; and
 - 4.7.3. common law, equity and all other laws from which legal rights and obligations may arise.
 - 4.8. Listing means a listing of a Lot for sale on the Platform.
 - 4.9. Lot means any Horse or other item/commodity listed for sale via the Platform.
 - 4.10. Platform means the WPCSA online Auction platform, hosted by the Webtron website.
 - 4.11. Purchase Price means: (a) the amount of the highest bid where the bid equals or exceeds the Seller's Reserve Price; or (b) the amount of the offer accepted by the Seller for the Lot.
 - 4.12. Reserve Price means the price stipulated by the Seller as the lowest price acceptable for Lot listed for sale.
 - 4.13. Seller means the seller of any Lot through or in connection with the Platform.
 - 4.14. WPCSA means the Welsh Pony & Cob Society Inc or "we" or "us"
5. Interpretation

In this User Agreement, unless the contrary intention appears:

- 5.1. headings and italicised, highlighted or bold type do not affect the interpretation of this User Agreement;
 - 5.2. the singular includes the plural and vice versa;
 - 5.3. another grammatical form of a defined word or expression has a corresponding meaning;
 - 5.4. a reference to a 'person' or 'entity' includes any individual, firm, company, partnership, joint venture, unincorporated body or association, trust, corporation or other body corporate and any authority (whether or not having a separate legal personality);
 - 5.5. a reference to 'you' or 'user' means the individual using the Platform or where that use is on behalf of a legal entity, that legal entity, and any individual acting or purporting to act on its behalf or using its access credentials.
 - 5.6. a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, these Terms and a reference to these Terms includes any clause, annexure, exhibit and schedule;
 - 5.7. a reference to a document (including these Terms) includes all amendments or supplements to, or replacements or novations of, that document;
 - 5.8. a reference to a party to any document includes that party's successors and permitted assigns;
 - 5.9. a reference to time is to time in Melbourne, Australia;
 - 5.10. a reference to any legislation includes all delegated legislation made under it and includes all amendments, consolidations, replacements or re-enactments of any of them, from time to time;
 - 5.11. the words 'include', 'including', 'for example', 'such as' or any form of those words or similar expressions in these Terms do not limit what else is included and must be construed as if they are followed by the words 'without limitation', unless there is express wording to the contrary;
 - 5.12. a reference to a body, other than a party to this User Agreement (including an institute, association or authority), whether statutory or not, which ceases to exist or whose powers or functions are transferred to another body, is a reference to the body which replaces it or which substantially succeeds to its powers or functions; and
 - 5.13. a reference to '\$', 'A\$', 'AUD', 'dollars' or 'Dollars' is a reference to Australian dollars.
6. Registration
- 6.1. In order to become a Seller of a Lot via the Platform you must:
 - 6.1.1. be a current financial member with the WPCSA;
 - 6.1.2. submit an entry form by the deadline stipulated by the WPCSA;

- 6.2. In order to become a Bidder on a Lot at Auction via the Platform you must:
 - 6.2.1. Register via the WPCSA Bidder Registration Process; and
 - 6.2.2. Provide the WPCSA with valid credit card details for the purposes of collecting payment in accordance with a Contract of Sale.
7. Eligibility
 - 7.1. In order to be eligible to use the Platform you must:
 - 7.1.1. Not be bankrupt or subject to any form of insolvency or administration;
 - 7.1.2. Not previously have held a membership with the WPCSA that was terminated by the WPCSA unless we have provided written consent for you to re-apply for a membership;
 - 7.1.3. Be at least 18 years of age.
8. Warranties

You represent, warrant and undertake that:

 - 8.1. You have capacity to enter into these Terms;
 - 8.2. You will only use the Platform for lawful purposes;
 - 8.3. All of the information you submit to us is true, correct, complete and submitted in good faith;
 - 8.4. If you are an Agent, you have the authority to represent and act on behalf of the Seller, Bidder or Buyer, as relevant;
 - 8.5. You have and will continue to have all necessary authorisations, licences, and consents required by Law to perform your activities in connection with these Terms including, where applicable;
 - 8.6. You will use the Platform in good faith, in accordance with these Terms.
9. Content on the Platform
 - 9.1. All information, descriptions, data, images, videos, reviews and other content you input or upload via the Platform (“User Data”) remains owned by you.
 - 9.2. You must ensure that all User Data is true, accurate and complete.
 - 9.3. You warrant that your User Data does not (and will not cause the WPCSA) to breach any applicable Laws (such as privacy laws) or infringe any third-party rights (such as intellectual property rights).
 - 9.4. You acknowledge and agree that:
 - 9.4.1. The WPCSA does not warrant, represent or guarantee the completeness, accuracy, reliability, or currency of any Assessments, Listings or any other content downloaded, uploaded, or otherwise viewed or obtained through the use of the Platform that is provided by a user or other third party;
 - 9.4.2. all information, data and other content we provide through the Platform is of a general nature and should not be considered as specific advice or relied upon in place of appropriate professional advice or valuation; and
 - 9.4.3. any data, information or other content downloaded or otherwise viewed, obtained or acquired through the use of the Platform that is provided by a user or other third party is at your sole risk and, to the extent permitted by Law, we will not be liable or responsible for any damage to you in connection with such data and information.
 - 9.5. To the full extent permitted by Law, the WPCSA excludes all liability for any loss or damage howsoever arising suffered by you as a result of your reliance on the content that is provided by a user or other third party we make available to you through the Platform.
10. Listing and Selling
 - 10.1. If you list a Lot for sale via the Platform, you:
 - 10.1.1. Choose whether or not to nominate a Reserve Price. If the lot has a Reserve Price this must be nominated at time of entry.
 - 10.1.2. Comply with all listing requirements of the WPCSA;
 - 10.1.3. Provide all relevant information relating to the Lot including:
 - 10.1.3.1. A description of the Lot;

- 10.1.3.2. The Reserve Price for the Lot if applicable, indicating if the Reserve Price is to be displayed with the Lot description ;
- 10.1.3.3. Information regarding delivery / transport / pick-up;
- 10.1.3.4. Registration details;
- 10.1.3.5. Name or other indication of origin or manufacture; and
- 10.1.3.6. Any further Terms imposed by the Seller in respect of the Lot.
- 10.1.4. Review the listing and any accompanying information and supporting documents and immediately notify the WPCSA of any inaccuracies or inconsistencies and remedy same.
- 10.2. By listing a Lot on the Platform, the Seller warrants that:
 - 10.2.1. The Seller is the legal and beneficial owner of the Lot, free of all mortgages, charges, liens, encumbrances and adverse interests;
 - 10.2.2. The Seller is entitled and competent to sell, deliver and transfer unencumbered title to the Lot in accordance with the Terms and Contract of Sale;
 - 10.2.3. In respect of any livestock, that said livestock are in sound, healthy condition
 - 10.2.4. In respect of any other items, that said items are in good operating condition, free of any defects, except as disclosed in the listing;
 - 10.2.5. The listing is accurate and complete.
- 10.3. All Listings on the Platform are subject to approval by the WPCSA. The WPCSA may refuse to publish a listing if it becomes aware, or reasonably considers that:
 - 10.3.1. The Lot or any proposed sale in connection with the Lot is in breach of the Terms;
 - 10.3.2. There is a dispute as to the ownership of the Lot that may adversely affect the sale;
 - 10.3.3. There is fraud or misconduct; or
 - 10.3.4. There is any other issue relating to the Lot that the WPCSA acting reasonably considers could adversely affect a Buyer.
- 10.4. The Seller remains responsible for reviewing the categorisation and description of listings. The WPCSA accepts no responsibility for inaccurately listed or categorised Lots.
- 10.5. The Seller may post additional terms and conditions of sale for listed Lots (such as when a horse is available for pick up ie. after foaling, after foal is weaned etc., agistment or other costs to be paid by the Buyer until pick up, etc) (“User Posted Terms”). The WPCSA does not prepare, review, negotiate, or enforce any User Posted Terms. We do not represent or guarantee that any User Posted Terms will be enforceable against a Buyer.
- 10.6. In respect of any horses listed, said horse must be registered in the correct section of the WPCSA Stud Book.
- 10.7. All Listings must include at least one, current photograph of the Lot, taken within 28 days of the Listing.
- 10.8. All photographs or videos of the Lot uploaded to the Platform as part of a Listing, must be an accurate reflection of the Lot for sale and must be date and time stamped.
- 10.9. The Seller, in respect of any Horse for sale, may include photographs of the sire/dam/siblings but must clearly label same.
- 10.10. Where the Lot relates to the sale of a Horse, the Seller must provide the following further information:
 - 10.10.1. The registration status, condition, sex, soundness, safety, health, nutrition or nutritional value, soundness, age, ability to perform, and pedigree of the Horse.
 - 10.10.2. Where the Lot relates to a mare and that mare is in foal, or may be in foal, the Seller must include in the listing information relating to the sire and a service-certificate must be forwarded to the WPCSA with the registration certificate and any other required documentation is provided, within the required timeframe. The service-certificate will be forwarded to the Buyer when the transfer is completed. Details of whether a life foal guarantee is/is not offered must be included in the Listing.

- 10.10.3. Foals to be sold in the auction, and available for pick up after weaning, must be registered and branded or microchipped at the time of entry. Information must include the date the foal will be available for collection, and include all costs such as agistment, and any vendor conditions that will apply, including the foal remains at the sellers property at the buyer's risk.
- 10.10.4. Where the Lot relates to a breeding mare and that mare requires surgical intervention such as stitching, caslicks etc., this information must be included in the Listing.
- 10.10.5. Where the Lot relates to a Horse that has been tubed, fired, unnerved or operated upon for unsoundness of any other kind, this information must be included in the Listing.
- 10.10.6. Where the Lot relates to a Horse that is deemed a wind-sucker or a crib-biter, this information must be included in the Listing.
- 10.10.7. Unless otherwise stated, all horses remain at the seller's property until pick up, at the buyer's risk.
- 10.11. The Seller must not, within a Listing, include links to, or a description of, other items the Seller may have for sale via any other means or other platform. By listing a Lot for sale via the Platform, the Seller acknowledges that for the period of the Auction and After-Auction, unless the Lot has been withdrawn by the Seller or the WPCSA, the Platform will be the exclusive method/means of sale of the Lot.
- 10.12. Where the Lot fails to reach the Reserve Price during the Auction, the Lot is automatically enrolled in the WPCSA "After Auction" for a period of 7 days from the conclusion of the auction. During this 7-day period, the WPCSA will liaise with the highest bidder (if any) in an attempt to negotiate a sale for the Seller. Any Lots not sold within the After-Auction period may be treated as withdrawn from the Platform.
- 10.13. There may be a maximum number of Lots that can be entered for Auction on the Platform. Sellers and Listings will be treated on a 'first in, first served' basis.
- 10.14. The Seller shall not, under any circumstances, bid or make an offer, whether directly or indirectly, or cause another to bid or make an offer in respect of a Lot listed for sale by the Seller. Any Seller deemed by the WPCSA to have engaged in such behaviour may be, in the sole discretion of the WPCSA, banned from the Platform indefinitely.
- 10.15. The WPCSA makes no guarantees as to the order within which a listed Lot will appear for sale. Search order results will fluctuate based on the search options used, including but not limited to, price and Auction end time.
- 10.16. Where a sold Lot relates to the sale of Horse(s), any applicable transfer fees will be deducted from the Purchase Price. The Seller must provide the WPCSA with all applicable registration certificates, completed and signed transfer forms, and any other relevant documentation at the time of Listing. In the event that the horse(s) is not sold, the registration certificate(s) will be returned to the Seller by way of post as soon as is practicable.
- 10.17. Withdrawal of Lots
- 10.17.1. The WPCSA may withdraw any Lot from sale on the Platform at any time if the WPCSA becomes aware of or reasonably considers that:
- 10.17.1.1. the Lot or any proposed sale in connection with the Lot is in breach of these Terms;
- 10.17.1.2. there is a dispute as to the ownership of the Lot that may adversely affect the sale;
- 10.17.1.3. there is fraud or misconduct; or
- 10.17.1.4. there is any other issue relating to the Lot that the WPCSA acting reasonably considers could adversely affect a Buyer.
- 10.17.2. If reasonably practical and the failing is capable of remedy, the WPCSA will first suspend the Lot and give the Seller an opportunity to remedy the failing.

- 10.17.3. If the WPCSA withdraws a Lot from the Platform where the Seller is not at fault, the WPCSA will refund all Listing Fees and any other fees paid by the Seller in connection with that Listing.
- 10.17.4. If a Lot is withdrawn by, or on behalf of, a Seller after the Lot has been listed, the WPCSA is not required to refund any of the Listing Fees paid.
- 10.18. Once there is a valid bid equal to or above the Reserve Price for a Lot at Auction, the Seller agrees to sell the Lot to the highest Bidder (the Buyer).
- 10.19. The Seller remains responsible for the co-ordination and execution of the delivery of the Lot to the Buyer. The Seller assumes all responsibility, risk and liability with respect to same.
11. The WPCSA Fees
- 11.1. Listing Fees
In order to list a Lot on the Platform, the Seller must pay the applicable Listing Fees which will be published on the Platform at the time that Lot is listed. The Listing Fees are payable for listing the Lot for sale, irrespective of whether or not the Lot is ultimately sold or whether it is sold but then rejected or the Purchase Price is refunded. You will not be entitled to a refund of any portion of the Listing Fee in the event there are no bids placed at Auction or your Lot otherwise fails to sell. Without limiting your rights if we have breached these Terms or any Law, you will also not be entitled to a refund of any portion of the Listing Fee if the Buyer is entitled to reject the Lot or claim a refund pursuant to these Terms.
- 11.2. Commission
The Seller is liable to pay to the WPCSA a Commission of 5% plus GST of the Purchase Price, if a Sale is achieved,
If a Lot is removed from sale Commission of 5% plus GST of the Reserve Price is payable by the Seller; or if there is no Reserve Price, the Seller is liable to pay \$100 inc. GST to the WPCSA for the Lot removed.
Other Fees
The WPCSA may charge Fees (other than the Listing Fees and Commission) where specified in these Terms.
- 11.3. GST
Unless otherwise stated, all Fees payable to the WPCSA are exclusive of GST and you must pay the applicable GST in addition to fees stated.
12. Bidders/Buyers
- 12.1. Where you bid at an Auction, or make an offer, in relation to a Listing on the Platform, you are making an offer to buy the Lot at the price of the bid on the terms of the Contract of Sale.
- 12.2. Prior to placing a bid, a Bidder must ensure that they have:
- 12.2.1. Read and understood the Listing details in full;
- 12.2.2. Read and understood, and are able to comply with, the Contract of Sale;
- 12.2.3. Are able to lawfully take delivery of the Lot.
- 12.3. If the Bidder has any questions relating to the Lot, those questions should be directed to the Seller.
- 12.4. The Bidder understands, acknowledges and agrees that when placing a bid via the Platform:
- 12.4.1. The Bidder's bid may be visible to anyone involved in the Auction;
- 12.4.2. The WPCSA is permitted to share the Bidder's information with Sellers, including without limitation, the Bidder's contact information (e.g., name, address, telephone, number, email address, etc.) and other information that the Bidder provides to us.
- 12.4.3. The WPCSA reserves the right to withdraw, postpone, or cancel any Lots at its sole discretion, with or without notice and the WPCSA shall have no liability to the Bidder as a result of any withdrawal, postponement, or cancellation.
- 12.4.4. The WPCSA reserves the right to void a bid that you place, whether winning or not, which it believes has not been made in good faith in accordance with these Terms, or is intended to manipulate the WPCSA Services.

- 12.4.5. The WPCSA does not guarantee that bids placed will be received and processed in a timely manner.
- 12.4.6. The WPCSA makes no representation about Lots presented for sale and offers no warranties for any Lots purchased via the Platform.
- 12.4.7. The WPCSA is not responsible for the care, loading, transportation, delivery or risk of loss for any Lots of any kind. Except as otherwise set forth in any User Posted Terms, the Buyer will be responsible for:
 - 12.4.7.1. compliance with all laws and regulatory requirements applicable to the transportation of Lots, together with all costs associated with freight, shipping, and other costs related to transporting Lots. These costs may include feeding, watering, dismantling, special handling, loading, transportation costs, and permits required to move horses and other listed items(s) to the Buyers desired location. The Bidder is encouraged to confirm transportation, delivery and risk of loss information with the Seller and the Bidder's designated transportation provider.
 - 12.4.7.2. obtaining and providing all health certificates, health documentation, and testing required for the shipment and transportation of Lots.
- 12.4.8. Any deliberate attempt by the Bidder to artificially influence the Purchase Price of Lot, either directly or indirectly, including but not limited to bidding through a secondary account, Agent, or representative, bidding on other Lots that the Bidder may also be selling, collusion with other Bidders, or shill bidding is expressly prohibited and Bidders deemed to be in breach of this clause may be banned indefinitely from the Platform by the WPCSA.
- 12.5. Lots may be subject to a Reserve Price.
- 12.6. An Auction will be completed where a notice appears on the Platform which indicates the Auction is complete.
- 12.7. No bid may be made or accepted once the Auction is complete.
- 12.8. By placing a bid during an Auction, the Bidder acknowledges and agrees that the Seller may refuse to accept any bid where the bid fails to comply with these Terms.
- 12.9. If you are an Agent and you place a bid, or make an offer, in respect of a Lot, you will be deemed to have done so on your own account and you will be deemed to be the Buyer under the Contract of Sale, unless you are acting in your capacity as Agent for a Buyer and you have been authorised in writing by the Buyer to place the bid, or make the offer, on that Buyer's behalf.
- 12.10. A bid may not be withdrawn once it has been recorded in the bidding log on the Platform, or where the bid has been accepted, except in the following limited circumstances:
 - 12.10.1. A bid that is placed prior to a Lot having been opened may be withdrawn;
 - 12.10.2. The Seller may give authority for a bid to be withdrawn and the Lot to be reset.
- 12.11. In an Auction, where the Bidder is deemed to be the highest Bidder and their bid meets or exceeds the Reserve Price, the Bidder is deemed the Buyer of the Lot and must make payment of the Purchase Price, together with any additional fees or charges in accordance with the Contract of Sale.
- 12.12. The WPCSA will issue to the Buyer, by no later than 12PM AEST the next business day following the Auction, an Invoice in connection with the Purchase Price. Payment must be made by the Buyer by no later than 3PM AEST two business days after the Auction.
- 12.13. If the Buyer fails to make payment by the deadline stipulated and the WPCSA has received no form of contact from the Buyer with respect to payment, the sale may be deemed as null and void and the next highest bidder contacted.
- 12.14. If a Buyer seeks to withdraw from a Contract of Sale, the Seller may (at its election):
 - 12.14.1. choose to enforce the Contract of Sale against the Buyer;
 - 12.14.2. elect to attempt to resell the Lot, in which case:
 - 12.14.2.1. the Buyer must:

- (A) reimburse the Seller for any out-of-pocket expenses incurred by the Seller in re-selling the Lot; and
 - (B) pay the Seller an amount equal to any shortfall between the Buyer's highest bid for the Lot and the Purchase Price achieved for the resale of the Lot;
- 12.14.3. if the Lot is not successfully resold within 48 hours of the Auction closing, the Buyer remains liable to the Seller for the Purchase Price and must complete the Contract of Sale.
13. Contract of Sale
- 13.1. A Contract of Sale is formed between the Seller and the Buyer when the Lot is sold at Auction.
 - 13.2. The Contract of Sale is comprised of:
 - 13.2.1. these Terms; and
 - 13.2.2. the User Posted Terms as identified in the Listing.
 - 13.3. To the extent of conflict between the above documents, these Terms will prevail.
14. Payment
- 14.1. Where fees owed to the WPCSA by a user are overdue, then without limiting any other rights or remedies the WPCSA may have:
 - 14.1.1. we may, if the user does not pay the overdue amount within 5 Business Days of our notice to the user requesting the user to pay the overdue amount, suspend that users account until payment of the outstanding amount (including any accrued interest charged) is received in full;
 - 14.1.2. the WPCSA is entitled to charge interest on the unpaid balance of the Fees at the rate of 4% above the cash rate of the Reserve Bank of Australia per annum compounded monthly; and
 - 14.1.3. the user must pay the WPCSA's reasonable costs of debt collection and enforcement, including any associated legal fees.
15. Transfer of Registration
- 15.1. The WPCSA will facilitate the transfer of any registration associated with the sale of Horses from the Seller to the Buyer as follows:
 - 15.1.1. Where the Buyer is a pre-existing member of the WPCSA, registration will be transferred within 7 days of receipt of payment in cleared funds;
 - 15.1.2. Where the Buyer is not an existing member of the WPCSA, registration will be transferred within 7 days of both receipt of payment in cleared funds and membership having been processed;
 - 15.1.3. Where the Buyer elects not to become a member of the WPCSA, registration will be transferred within 7 days of receipt of payment in cleared funds and the transfer will be recorded in the WPCSA Stud Book as being sold to a non-member.
- 16.
- 16.1. Liability and Indemnity
 - 16.2. The WPCSA excludes any and all liability to you howsoever arising (including negligence) for:
 - 16.2.1. Consequential Loss
 - 16.2.2. Losses that you suffer or incur in connection with:
 - 16.2.2.1. The acts or omissions of any Agent or other third party you engage or interact with in connection with the Platform, including liability under any Contract of Sale entered between you and another user; and
 - bids or offers not being received, processed or accepted due to technical issues affecting the Platform.
 - 16.2.3. The reasonable actions of the WPCSA in denying anyone access to the Platform for any reason;

- 16.2.4. Actions taken in relation to these Terms in accordance with the WPCSA's obligations at Law or any order issued by a court of Law or relevant Government Agency, whether directly or indirectly arising in connection with the Platform.
- 16.3. You hereby agree to defend, indemnify and hold harmless the WPCSA from and against any Claim that is made by another person against the WPCSA or the WPCSA's liability to another person and costs and expenses in connection with such liability arising from:
- 16.3.1. a breach by you of these Terms or any Contract of Sale; and
- 16.3.2. your acts or omissions in connection with these Terms or any Contract of Sale including in connection with any Lot that you may offer or any bid or any dispute relating to a Contract of Sale, except to the extent that the Claim or liability arises from our fraud, wilful misconduct, negligence or breach of these Terms.
- 16.4. General
- 16.4.1. These Terms are binding on you from the date that you first access, use or register for the Platform.
- 16.4.2. Your use of the Platform is governed by the Laws of the State of Victoria and the parties submit to the non-exclusive jurisdiction of the Courts exercising jurisdiction in the State of Victoria.
- 16.4.3. To the extent any provision of these Terms conflict with Law, it shall be read down and amended to comply with Law. If any provision of these Terms is ruled by a court to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision or part provision of these Terms.
- 16.4.4. Any delay or failure to enforce any rights in relation to a breach by the other party will not be construed as a waiver of those rights.
- 16.4.5. Neither party will be in breach of these Terms for a failure or delay of performance of its obligations (other than your obligation to pay Fees or any other express obligation to pay us an amount under this agreement) if caused by an event beyond its reasonable control, except that nothing in this clause affects your liability in connection with a Contract of Sale or obligations to another user of the Platform.
- 16.4.6. Any demand, notice or document pursuant to this Agreement may be made or given by the solicitor for a party or the party itself and shall be sufficiently served or delivered, if served or delivered personally, if posted by pre-paid post or document exchange or forwarded by facsimile or electronic mail addressed to that party, or to its solicitors or if served in any other manner authorised by the Supreme Court Rules for service of documents within the State of Victoria.

The Welsh Pony & Cob Society of Australia recommends that Sellers and Buyers are familiar with, and adhere to the *Model Codes of Practice* regarding 'Land Transport of Livestock' and refer to the guidelines for equines.

***Please follow this link for the current guidelines:*

<https://www.animalwelfarestandards.net.au/land-transport/>